



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

October 5, 2015

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: COURTNEY MCCARTY  
STATE CONTRACT PROCUREMENT OFFICER II  
302-857-4557

SUBJECT: **AWARD NOTICE – ADDENDUM #1 (Effective January 1, 2016)**  
**CONTRACT NO. GSS15676-COMMEQUIP**  
**Public Safety Communication Equipment – Radios 2015-2020**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
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## **KEY CONTRACT INFORMATION**

### **1. CONTRACT USE**

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This is not a Mandatory Use contract under **Title 29, Chapter 6911(d) Delaware Code**. It is available to every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Under Title 29, Chapter 6933 Delaware Code, the State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State of within another state in accordance with an agreement entered into between the participants. Government Support Services, Office of Management and Budget has entered into a cooperative agreement with the State of Washington, under the National Association of State Procurement Officer (NASPO) ValuePoint for the procurement of Public Safety Communication Equipment.

### **2. CONTRACT PERIOD**

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Each contractor's contract shall be valid for an initial period from January 1, 2016 through June 30, 2016. Each contract may be extended in conjunction with the NASPO ValuePoint Master Agreement.

### **3. VENDORS**

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<b>CONTRACT VENDOR</b>	<b>APPROVED RESELLER</b>
<b>Icom America, Inc.</b> NASPO ValuePoint Contract Number 06913 <b>GSS15676-COMMEQUIPV01</b> FSF Vendor ID: 0000219930 12421 Willows Road NE Kirkland, WA 98034 Attn: Kristina Pickering Phone: 425-450-6092 Fax: 425-450-6063 Email: <a href="mailto:salescontracts@icomamerica.com">salescontracts@icomamerica.com</a> Website: <a href="http://www.icomamerica.com">www.icomamerica.com</a>	<b>Contract Vendor Direct</b>
<b>Radio Frequency Systems, Inc.</b> NASPO ValuePoint Contract Number 06913 <b>GSS15676-COMMEQUIPV02</b> FSF Vendor ID: 0000205997 200 Pondview Drive Meriden, CT 06450 Attn: Richard Barbieri Phone: 203-630-3311, ext. 1-1096 Fax: 203-634-2015 Email: <a href="mailto:Richard.barbieri@rfsworld.com">Richard.barbieri@rfsworld.com</a> Website: <a href="http://www.rfsworld.com">www.rfsworld.com</a>	<b>Tessco</b> <b>GSS15676-COMMEQUIPV03</b> FSF Vendor ID: 0000030408 11126 McCormick Road Hunt Valley, MD 21031 Attn: Michele Pouliot Phone: 410-229-1324 Email: <a href="mailto:PouliotM@Tessco.com">PouliotM@Tessco.com</a> Website: <a href="http://www.tessco.com">www.tessco.com</a>

CONTRACT VENDOR	APPROVED RESELLER
<b>Motorola Solutions</b> NASPO ValuePoint Contract Number 06913 <b>GSS15676-COMMEQUIPV04</b> FSF Vendor ID: 0000022005 7031 Columbia Gateway Dr., 3 <sup>rd</sup> Floor Columbia, MD 21076 Attn: Richard Morris Phone: 443-285-9965 Email: <a href="mailto:Richard.morris@motorolasolutions.com">Richard.morris@motorolasolutions.com</a> Website: <a href="http://www.motorolasolutions.com">www.motorolasolutions.com</a>	<b>Contract Vendor Direct</b>

#### 4. **SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

#### 5. **PRICING**

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Prices will remain firm for the term of the contract year. For specific item pricing, please refer to the contract price list weblink provided.

VENDOR	PRICE LIST LINK
Icom America, Inc.	<a href="#">Price List (06/15/15)</a>
Radio Frequency Systems, Inc.	<a href="#">Price List (07/15/15)</a>
Motorola Solutions	<a href="#">Price List (12/07/15)</a>

- a) **No Additional Charges:** Unless otherwise specified, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrator's sole discretion, additional charges may be allowed.
- b) **Contract Pricing:** During the term of the contract, Contractor must have and maintain the national published and/or web posted product list for all public safety communication equipment products and services available through the contract, including those identified in Appendix H Price Worksheets. A copy must be made available to Purchasers upon request and at no additional charge. The price list in effect at the time of order placement shall be used when applying price discounts specified in Appendix H Price Worksheets. However, if the Contractor has provided a specific price quote to the Purchaser that the prices quoted must be held firm for a minimum period of sixty (60) days after the date of the quote.
- c) **Volume/Promotional Discounts:** Contract prices, including the applicable price discount, shall be the maximum or ceiling price Contractor can charge Purchaser. However, The Contractor may offer a Purchaser a greater price discount for a volume order or for promotional purposes which would result in even lower purchase prices.

- d) **Price Adjustments:** Contractor may update or change its reference national published/posted product price list during the term of the Contract as necessary to delete discounted products/services, add newly introduced products/services, or to pass-through price changes applied to all customers purchasing from the price list. Contractor shall provide the Contract Administrator notification of price list changes. This notification shall be handled as an administrative change and shall not require the execution of a Contract amendment. Percentage discounts identified in Appendix H Pricing Worksheets shall remain unchanged.

A decrease in the level of price discount shall not be considered during the initial term of the Contractor nor for any subsequent Contract extension. However, an increase in the level of price discount may be considered at any time during the initial term of the Contract and during each subsequent Contract extension.

For services available through this Contract, if pricing is listed at a per hour price (rather than as a percentage discount off list price) prices may be increased after initial term of the contract. A minim of 60 calendar days advance written notice is required with accompanying sufficient documentation to justify the requested increase. Acceptance of the price increase will be at the discretion of the Contract Administrator and the adjusted price must not produce a higher profit margin than that established on the original contract pricing. Approved price increases must remain unchanged at least through the current extension term.

## 6. AUTHORIZED CATEGORIES

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CATEGORY	AWARDED VENDOR(S)
<b>Radios – LMR (Land Mobile Radios)</b>	
Portable, Dual-Band	Motorola Solutions
Portable, Single-Band, Tier I	Motorola Solutions
Portable, Single-Band, Tier II	Icom America, Inc. Motorola Solutions
Portable, Single-Band, Tier III	Icom America, Inc. Motorola Solutions
Mobile, Dual-Band	Motorola Solutions
Mobile, Single-Band, Tier I	Motorola Solutions
Mobile, Single-Band, Tier II	Icom America, Inc. Motorola Solutions
Mobile, Single-Band, Tier III	Icom America, Inc. Motorola Solutions
Desktop/Console, Dual-Band	Motorola Solutions
Desktop/Console, Single-Band, Tier I	Motorola Solutions
Desktop/Console, Single-Band, Tier II	Icom America, Inc. Motorola Solutions
Desktop/Console, Single-Band, Tier III	
<b>Microwave Radios</b>	
Base Station/Repeater, Single-Band, Tier I	Motorola Solutions
Base Station/Repeater, Single-Band, Tier II	Motorola Solutions
In-Vehicle Repeater, Single-Band, Tier I	
<b>Dispatch Consoles</b>	
<b>Microwave Antennas</b>	
Mobile Radio Antennas	Motorola Solutions
Base Station/Repeater Radio Antennas	
<b>RF Transmission Lines</b>	Radio Frequency Systems, Inc.

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **10. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **11. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS15676-COMMEQUIP and 06913** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### **12. REQUIREMENTS**

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

### **13. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

#### **14. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

#### **15. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

#### **16. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.